

SETTLEMENT AGREEMENT AND RELEASE

This **SETTLEMENT AGREEMENT AND RELEASE** is hereby made by and among Plaintiff BENJAMIN GILL (hereinafter referred to as "GILL") and Defendants APEX PETRO LLC, VIRGINIA SINGH, MANNY SINGH, and JAY RAWAL, their owners, agents, affiliates, managers, supervisors, employees, attorneys, representatives, successors and assigns (hereinafter referred to as "DEFENDANTS").

WHEREAS, on July 11, 2018, GILL filed a Complaint in the United States District Court for the Northern District of Georgia, Newnan Division, styled "Benjamin Gill v. Apex Petro LLC, et al.," Case No. 1:18-cv-00077-TCB, alleging claims arising under the Fair Labor Standards Act; and,

WHEREAS, GILL and DEFENDANTS desire to resolve fully and finally any and all claims and/or disputes arising from or relating to the Complaint, in an amicable manner without the uncertainties and expenses involved in further litigation; and,

WHEREAS, GILL and DEFENDANTS, with assistance of counsel, have reached a compromise resolution intended to finally resolve their dispute; and,

WHEREAS, GILL and DEFENDANTS desire that said resolution be reduced to writing and set forth herein;

NOW, THEREFORE, in consideration of the premises and promises contained herein, and in an effort to buy peace, resolve disputed claims and to finally resolve all issues between GILL and DEFENDANTS, the parties agree as follows:

1. In consideration of the payment by DEFENDANTS of Twenty Thousand Dollars (\$20,000.00), payable as follows:

Beginning on the first day of the month following the Court's approval of this Settlement Agreement and Release, Defendants agree to make monthly payments of \$2,500 until the settlement amount of \$20,000 is paid in full. All settlement checks are due by the 5th of each month. All checks shall be made payable to ~~LHU~~^{B. Gill}'s counsel, Regan Keebaugh, and shall be delivered to ~~LHU~~^{B. Gill}'s counsel at 315 W. Ponce de Leon Ave., Suite 1080, Decatur, GA 30030. Of the settlement amount, \$9,600.00 represents unpaid wages and liquidated damages owed to GILL and \$10,400.00 represents GILL's attorneys' fees and costs of litigation.

which GILL acknowledges to represent a full and complete settlement, GILL does hereby fully and forever surrender, release, acquit and discharge DEFENDANTS from any and claims arising under the Fair Labor Standards Act or any other federal or state law related to payment of wages, arising on or before the effective date of this Settlement Agreement and Release. This release of rights is knowing and voluntary. GILL AGREES TO FILE THE JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT, attached hereto as Exhibit A. The parties understand and agree that this Agreement will not be final until the Court approves the dismissal

of the case following its review of the basic terms of this Settlement Agreement and Release pursuant to the JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT, attached hereto as Exhibit A. GILL also agrees to file a Joint Stipulation of Dismissal with Prejudice after all payments required by this agreement are made.

2. GILL and DEFENDANTS represent and warrant that they have not assigned or sold, or in any way disposed of their claims hereby released, or any part thereof, to anyone.

3. GILL acknowledges that he is relying on no representations or warranties by DEFENDANTS that the payments made pursuant to this agreement or any portion thereof are properly excludable from taxable income. Rather, GILL has been advised to seek advice from professional advisors of their choosing regarding tax treatment of this settlement. GILL further covenants and agrees to hold DEFENDANTS harmless for any additional sums, including, but not limited to, costs and expenses, including reasonable attorney's fees, liabilities, interest, and penalties incurred by GILL as a result of the tax treatment which GILL accords to the payments made to him pursuant to this Settlement Agreement and Release or as the result of any of said payments being made without being subjected to withholdings.

4. Subject to applicable law, GILL and DEFENDANTS covenant and agree that they will not in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize each other.

5. GILL and DEFENDANTS understand and agree that this Settlement Agreement and Release is the compromise of disputed claims, and that the settlement is not to be construed as an admission of liability on the part of DEFENDANTS and that DEFENDANTS deny liability therefor and enters into said settlement merely to avoid further costs and litigation. It is further understood that neither party is in any legal sense a "prevailing party" in connection with the Complaint.

6. GILL and DEFENDANTS covenant and agree that there are no collateral or outside agreements, promises or undertakings on the part of GILL or DEFENDANTS other than those herein expressly stated and specifically and clearly agreed.

7. This Settlement Agreement and Release shall be binding upon GILL and his heirs, administrators, executors, successors and assigns, and shall inure to the benefit of DEFENDANTS.

8. This Settlement Agreement and Release is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced and governed under the laws of said State.

9. Should any provision of this Settlement Agreement and Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Settlement Agreement and Release.

10. This Settlement Agreement and Release sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Settlement Agreement and Release may not be modified except in writing signed by all parties.

11. This Settlement Agreement and Release may be executed in multiple counterparts, each of which will be deemed an original, but which together will be deemed one instrument.

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[Signatures on Following Page]

FOR PLAINTIFF BENJAMIN GILL:

BG:ll
Benjamin Gill (Apr 18, 2019)

Benjamin Gill

Date: 4/18/19

FOR DEFENDANT APEX PETRO LLC:

DocuSigned by:
Manny Singh
05F1A430B22B40D...

Name: Manny Singh

Title: Manager

Date: 5/2/2019

FOR DEFENDANT VIRGINIA SINGH:

DocuSigned by:
Virginia Singh
EE0E281EB8C540D...

Date: 5/2/2019

FOR DEFENDANT MANNY SINGH:

DocuSigned by:
Manny Singh
05F1A430B22B40D...

Date: 5/2/2019

FOR DEFENDANT JAY RAWAL:

DocuSigned by:
Jay Rawal
9F80FB2A1ECB4AA...

Date: 5/4/2019